



Request for Proposal

Request for Proposal #: 4577

Date Issued: 01/23/2012

Issued To:

Potential Offerors

This Request for Proposal (RFP) is issued under the authority of the Department of Energy Prime Contract DE-AC06-09RL14728.

This RFP is issued by:

Mission Support Alliance, LLC
P.O. Box 650
Richland, WA 99352

Contract Specialist:

Ben Moyers
H7-10
Benjamin_P_Moyers@rl.gov

Proposals are to be prepared in accordance with the instructions and conditions set forth herein. Proposals are to be received by the close of business (4:00 P.M., PST) on Monday, February 6th to the address shown above, attention to the Contract Specialist identified above.

All questions are to be directed to the Contract Specialist identified above. All proposals are subject to the terms and conditions set forth herein. Any exceptions, deviations or omissions may be grounds for rejection of proposals submitted



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A.0 Solicitation

A.1 North American Industry Classification System (NAICS) Code and Size Standard

(A01) Rev 002 3/1/2011

The Buyer has determined that North American Industry Classification System (NAICS) Code **441320** applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is **\$14.0 million dollars or less in annual gross receipts**.

If this solicitation is designated as a small business set-aside, the Offeror certifies that they are a small business when submitting a quote or an offer to this solicitation.

A.2 Small Business Set Aside – Solicitation

(A03) Rev. 1 03/14/2011

Proposals made under this acquisition are solicited from Small Business Concerns, including; Small Disadvantaged, Small Women-Owned, Service Disabled Veteran and HUBZone small businesses. Any resulting Subcontract shall be performed solely by Small Businesses. Proposals received from concerns that are not Small Businesses shall not be considered for award.

Business classifications must comply with Small Business Administration guidelines.

In general:

- Small Women-Owned, Service Disabled-Veteran Owned Business and Small Disadvantaged Business may self-certify their business size.
- Small Disadvantaged Business Qualifications: A small business must be at least 51% owned and controlled by a socially and economically disadvantaged individual or individuals. African Americans, Hispanic Americans, Asian Pacific Americans, Subcontinent Asian Americans, and Native Americans are presumed to qualify. Other individuals can qualify if they show by a [“preponderance of the evidence”](#) that they are disadvantaged. All individuals must have a net worth of less than \$750,000.00, excluding the equity of the business and primary residence. Successful applicants must also meet applicable size standards for small businesses in their industry.

The following Small Business Concerns must be certified by the Small Business Administration (SBA):



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- HUBZone Small Business Qualifications: A firm can be found to be a qualified HUBZone concern, if:
 - It is small,
 - It is located in an “historically underutilized business zone” (HUBZone)
 - It is owned and controlled by one or more U.S. Citizens, and
 - At least 35% of its employees reside in a HUBZone.

A.3 E-Mail Proposals

(A11) Rev. 0 01/27/2010

E-mail is the preferred method of transmittal when submitting the Proposal. To send an e-mail to the Buyer, address the e-mail to the Buyer and include an Inquiry number or Contact number for reference, and your message.

The Buyer's e-mail address is: Benjamin_P_Moyers@rl.gov

A.4 Proposal Submittal

(A37) Rev. 0 03/14/2011

1. Proposals are to be received by the close of business (4:00 P.M., PST) on the date specified in the Solicitation to the address shown.
2. Other Proposal Methods

Proposals, upon approval by Contract Specialist, may be submitted by E-mail, telephone, or telefaxed. When requested, the original Proposal form and certifications must be sent to the Contract Specialist, as confirmation.

3. Late Proposals

Any Proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and:

- a. It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a Solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier); or



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b. It was sent by mail, telephone, telegram or telefax, if authorized by the Contract Specialist and it is determined that the late receipt was due solely to mishandling upon receipt; or

c. It is the only Proposal received.

4. Proposal Changes

Any modification of a Proposal, including a modification resulting from the Contract Specialist's request for "Best and Final" Offer, is subject to the same conditions as in the "Late Proposals" section above.

5. Withdrawal of Proposals

Proposals may be withdrawn by written or electronic notice received at any time prior to award. A Subcontractor or its authorized representative may withdraw proposals in person, provided its identity is made known and he signs a receipt for the Proposal prior to award.

A.5 Substitutions

(A38) Rev. 0 03/14/2011

The substitution of any items specified on this Subcontract requires prior Buyer Technical Representative (BTR) approval before delivery. Unauthorized substitutions may result in rejection of the item at no cost to the Buyer.

A.6 Financial Capability Determination

(A39) Rev. 0 03/14/2011

The Buyer reserves the right, prior to award, to request any or all Offerors to submit data which will be used to make a determination of financial capability to perform on any resultant Subcontract. Such data may include, however not be limited to, current annual reports, lines of credit with financial institutions and suppliers, and/or any other such data as may be required to make a determination of the Subcontractor's financial capabilities.

A.7 Minimum Recovered Content Requirement

(A47) Rev. 2 08/16/2010

The Buyer supports efforts that reduce or eliminate environmental hazards, conserve environmental resources, minimize life-cycle cost and liabilities. Towards the end, the acquisition cycle is viewed as an important key in understanding what is brought onto the



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Hanford Site as well as identifying what can be reused/recycled. Focus is directed on recycled-content, biobased-content, ozone-depleting substances and other environmental impacts. Specific additional clauses are included in this solicitation that addresses potential requirements and preferences based on the nature of the item being considered for purchase.

A.8 Minimum Recovered Content Requirement

(A48) Rev. 2 03/14/2011

In support of the MSA preference to use environmentally conscious products associated with this procurement, any product(s) proposed to the Buyer under this Solicitation identified at <http://www.hanford.gov/pmm/page.cfm/EPA> must meet the recycle content level set forth therein.

Failure to meet these minimum levels may be grounds to consider your Proposal non-responsive and not eligible for award. Signature on the face of this Solicitation specifically acknowledges compliance with this requirement.

A.7 Basis of Award – Lowest Price

(A85) Rev. 0 1/28/2010

Award shall be made to the Offeror submitting the lowest evaluated price among offers that meets all requirements of the solicitation. The evaluation will be determined by the total cost of parts per the attachment, *Pricing – Tires & Batteries for Fleet Services* (refer to Section J.2 of this document), in addition to any material handling fee that is proposed.

In addition, an explanation of how the price for parts was proposed will be required. For example, the proposed prices were straight market price per a published price list; or, published price list less 10% discount; etc.

A.8 Price Rate

TBD

A.9 Estimated Cost of Subcontract

(A56) Rev. 0 3/14/2011

The estimated total transaction value for this Subcontract within one fiscal year is **\$295K.**



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B.0 QA / Inspection Requirements

B.1 Identification of Age Control Items

(B43) Rev. 0 3/14/2011

The Subcontractor shall identify each item, assembly, package, container, or material, having limited shelf life, with the cure date or date of manufacture and the expiration date. The Subcontractor shall specify any storage temperatures, humidity and environmental conditions which should be maintained. Material shall **NOT** be furnished having less than 75 percent of total shelf life available at time of shipment.

B.2 Procurement of Potentially Suspect or Counterfeit Items

(B76) Rev. 2 3/14/2011

Notwithstanding any other provisions of this agreement, the Subcontractor warrants that all items provided to the Buyer shall be genuine, new and unused unless otherwise specifically permitted in writing by the Buyer. Subcontractor further warrants that all items used by the Subcontractor during the performance of work for the Hanford Site, include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the Subcontractor shall indemnify the Buyer, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, shackles, turnbuckles, cable clamps, wire rope, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The Subcontractor's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Buyer. In addition, because falsification of information or documentation may constitute criminal conduct, the Buyer may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.

Subcontractor shall provide a written statement that "all items furnished under this Purchase Order/Subcontract are genuine (I.e., not counterfeit) and match the quality, test reports, markings and/or fitness for use required by the Purchase Order/Subcontract.



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The statement shall be on Subcontractor's letterhead and signed by an authorized agent of the Subcontractor

Any materials furnished as part of this Purchase Order/Subcontract which have been previously found to be suspect/counterfeit by the Department of Energy shall not be accepted. For further information on suspect/counterfeit items, reference the Department of Energy (DOE) Guide DOE G 414.1-3

- DOE Guide web address:
<http://www.directives.doe.gov/pdfs/doe/doetext/neword/414/g4141-3.pdf>

C.0 Description/Statement of Work

Refer to section J.2 for Statement of Work

C.1 Applicability of Brand Name

(C31) Rev. 0 1/28/2010

The use of brand names in this request for Proposal is intended to be descriptive and to indicate the quality and characteristics of products that will be satisfactory. If the Offeror proposes to furnish an equal product, the brand name of such product shall be clearly identified in the offer. The determination as to equality of the product offered shall be the responsibility of the Buyer, based on information furnished by the Offeror. To insure that sufficient information is available for evaluation, the Offeror must furnish, as a part of the offer, all descriptive material (such as specifications, illustrations, drawings, or other information) necessary for the Buyer to:

1. Determine whether the product offered meets the requirements of the Solicitation and;
2. Establish what the Buyer would be binding itself to purchase.
 - Note 1 - Offerors shall be considered as offering the brand name product referenced in the inquiry unless Offeror clearly indicates that it is offering an equal product.
 - Note 2 - If Offeror proposed to modify a product to make it conform to the Solicitation requirements, the Offeror shall:
3. Include in the offer a clear description of such proposed modifications; and
4. Clearly mark any descriptive material to show the proposed modification.



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D.0 Transportation Instructions

D.1 Transportation Charges - Full Prepaid

(D06) Rev. 0 3/14/2011

The Subcontractor is responsible for and shall pay all transportation charges and shall not invoice the Buyer for such transportation charges. The Subcontractor bears all responsibility for damage or loss until delivery is made to the Fleet Maintenance shop located in the 200 East area at building 2711E, the satellite shop at 4734C in the 400 area or any other location within reason of the Hanford site boundaries.

D.2 Transportation Charges - Prepaid and Add

(D09) Rev. 0 3/14/2011

This clause only applies when Premium shipping/handling charges apply (BTR Approval)

Or

When an emergency delivery is needed, and the allowed four (4) emergency deliveries, at no cost, has been exceeded within the calendar month (BTR Approval)

The Subcontractor shall prepay the cost of freight of the Subcontract item(s) and add these costs as a separate line item to their invoice for the Buyer payment. Original bills of lading are to be submitted to the Buyer with invoice. The Subcontractor bears all responsibility for damage or loss until delivery is made to the Fleet Maintenance shop located in the 200 East area at building 2711E, the satellite shop at 4734C in the 400 area or any other location within reason of the Hanford site boundaries.

D.3 Hazardous Material

(D19) Rev. 0 3/14/2011

Any hazardous materials covered by this Subcontract shall be properly packaged, marked, labeled and certified to the carrier that the shipment is in proper condition for transportation according to applicable regulations of the Department of Transportation, (See CFR Title 49 Parts 171-178). Upon receipt of notification of any material on this Subcontract found to be nonconforming to the applicable Department of Transportation regulations for packaging, marking and labeling, the Subcontractor shall within 5 days and at no expense to the Buyer, (any expenses incurred by the Buyer in bringing material into conformity will be for the account of the Subcontractor and deducted from any monies due the Subcontractor):

1. Repackage, remark or relabel the material to meet requirement at the Buyer's facility, or,



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2. Reach agreement with the Buyer to repackage, remark or relabel the material to meet requirements or Material Safety Data Sheet (MSDS) required.
3. Pick up the nonconforming material at the Buyer's facility and replace with material conforming to all requirements of the Subcontract.

D.4 Packing List

(D22) Rev. 0 3/14/2011

Subcontractor shall enclose a packing list with each shipment referencing:

1. Name of Subcontractor
2. Subcontract number and item number
3. Date of Subcontract
4. Itemized list of supplies or services furnished
5. Quantity of each item
6. Date of delivery or shipment
7. Stock number (if applicable)

E.0 Schedule – N/A

F.0 Delivery/Performance

F.1 Term of Contract

(F08) Rev. 0 3/14/2011

The term of this Subcontract shall commence on the date of award and shall end on **12/31/2013** unless extended by the parties or unless terminated by other provisions of this Subcontract.



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G.0 Subcontract Administration

G.1 Authorized Personnel

(G03) Rev. 0 1/28/2010

Only the following named individuals are authorized to make changes to this document:

Contract Specialist, Ben Moyers, 509-376-7578

Contracts Manager, Dana Worthington, 509-376-9831

H.0 Special Requirements

H.1 Payments Using the Purchasing Card System

(H06) Rev. 1 3/14/2011

Reimbursement for materials/services provided under this Subcontract will be made using the Buyer's Purchasing Card (P-Card) System. Acceptance of the P-Card for payment will be in lieu of any other forms of payment by the Buyer on this Subcontract.

Subcontractor shall supply only the materials or services identified in the Subcontract at the agreed pricing structure. Requests by Buyer's personnel for non-Subcontract materials or services may not be filled under this Subcontract and should be referred to the Contract Specialist

Subcontractor shall report to the Buyer all Purchases made under this Subcontract in a form and frequency stipulated by the Buyer. At a minimum, the report will contain the materials/services purchased, identify the person purchasing the material/service and the price charged.

The Buyer's P-Card system uses a Visa Card issued by US Bank. The Subcontractor must have a merchant account and/or otherwise be authorized to accept Visa Card for any payment to be made.

The credit card numbers, expiration dates, account numbers, card holder's names and contact information is considered business sensitive by the Buyer, and should not be kept on file. By accepting such information, Subcontractor agrees to take reasonable steps to secure and safeguard the information, not to disclose it to third parties, and to ensure that only a limited number of people with a need-to-know have access to the data.

In the event data security is compromised, immediate steps must be taken to notify the Buyer and the US Bank Customer Service Department (1-800-344-5696). To the extent that adequate



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safeguards are not in place or Subcontractor fails to take prompt action to mitigate the potential for loss or fraud, Subcontractor will be responsible for such loss.

H.2 Audit Rights - Established Catalog or Market Price Warranty

(H13) Rev. 0 3/14/2011

Award of this Subcontract was predicated on Subcontractor's warranty that its proposed price was based on his established catalog or market price. Therefore the Buyer, or an authorized representative, will randomly audit invoices once per quarter to verify that pricing is in accordance with the established catalog.

H.3 Lowest Price Warranty

(H14) Rev. 0 3/14/2011

Subcontractor warrants that the prices set forth in this Subcontract do not exceed those charged by Subcontractor to any other customers purchasing the same item in like or comparable quantities.

The Buyer or an authorized representative shall have the right to examine the records of the Subcontractor as necessary to assure that the prices charged for the item under this Subcontract do not exceed those charged by the Subcontractor to any other customer purchasing the same items in like or comparable quantities.

H.4 Facility Closure Notice; Holiday and Work Schedules

(H22) Rev. 0 3/14/2011

NOTICE: Daily work schedules and facility operations are **NOT** consistent on the Hanford Site. Many organizations and facilities **observe alternate Friday closures.**

Accordingly, BEFORE scheduling deliveries or site work, the Subcontractor shall make specific schedule arrangements with the Contract Specialist, BTR, Facility Manager, Delivery Warehouse Manager, Building Manager, or other cognizant Mission Support Alliance organization.

The Buyer will not be liable for the cost of any delays, demurrage, layover, extra travel days, etc. which result from Subcontractor's failure to obtain a specific delivery or work schedule in advance.



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H.5 Designation of Technical Representative

(H38) Rev. 0 3/14/2011

The Contract Specialist hereby designates the following as the Buyer's Technical Representative, (BTR) for this Subcontract: Name/phone/mail stop: **Philip Brady / 509-373-2404 / S4-25.**

The BTR is responsible for monitoring and providing technical guidance for this Subcontract and should be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate surveillance of the Subcontractor's representative while on site. In no event, however, will an understanding or agreement, modification, change order, or any deviation from the terms of this Subcontract be effective or binding upon the Buyer unless formalized by proper contractual documents executed by the Contract Specialist prior to completion of this Subcontract. On all matters that pertain to Subcontract terms, the Subcontractor shall contact the Contract Specialist specified within this Subcontract. When in the opinion of the Subcontractor, the BTR requests or directs efforts outside the existing scope of the Subcontract; the Subcontractor shall promptly notify the Contract Specialist in writing. The BTR does not possess any explicit, apparent or implied authority to modify the Subcontract. No action should be taken until the Contract Specialist makes a determination and/or modifies the Subcontract in writing.

H.6 Subcontract Options

(H54) Rev. 0 3/14/2011

The Buyer retains the sole right to exercise the option(s) included in this Subcontract. The inclusion of the option(s) does not represent a commitment, financial or otherwise, on the part of the Buyer to exercise any or all of the option(s) nor extend the Subcontract beyond the end date specified by the Subcontract or most current Subcontract amendment. Buyer may exercise one or more options by providing written notice to the Subcontractor prior to the most current Subcontract end date. Lacking written notice by the Buyer, the option(s) will expire with the Subcontract.

Option I: Effective Term 1/1/2014 – 12/31/2014

Option II: Effective Term 1/1/2015 – 12/31/2015

Option III: Effective Term 1/1/2016 – 12/31/2016



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H.7 Net Price Changes

(H58) Rev. 0 3/14/2011

If during the term of this Subcontract, Subcontractor's net prices to others for materials of like kind and quantity to those furnished to the Buyer are reduced below those set forth herein, Subcontractor agrees to give the Buyer the benefit of such reductions while they are in effect and to notify the cognizant Contract Specialist promptly of such price changes.

H.8 Work Schedules

(H97) Rev. 0 3/14/2011

NOTICE: Daily work schedules, facility operations and holidays are NOT consistent on the Hanford Site. In addition, some organizations and facilities observe alternate Friday closures.

Accordingly, the Subcontractor shall make specific schedule arrangements with the Buyers Technical Representative and/or facility manager in advance of performance.

The Buyer will not be liable for the cost of any delays which result from Subcontractor's failure to obtain a specific schedule agreement in advance.

I.0 Terms and Conditions

The terms and conditions set forth or referenced in the body of this document by the Buyer shall apply and the Buyer objects to and shall not be bound by any additional or different terms and conditions.

I.1 Hazardous Material Rights

(I29) Rev. 0 3/14/2011

The Subcontractor shall submit a Material Safety Data Sheet, (Department of Labor Form OSHA-174), as prescribed in Federal Standard No. 313D, for all hazardous material in accordance with the delivery schedule requirements set forth within this document. This obligation applies to all materials or items containing hazardous materials. Hazardous material is defined in Federal Standard No. 313D in effect on the date of this Subcontract.

The Subcontractor shall comply with all applicable federal, state, and local laws, codes, ordinances and regulations, including the obtaining of licenses and permits), in connection with hazardous material. Neither the requirements of this article, nor any act or failure to act by the Buyer shall relieve the Subcontractor of any responsibility or liability for the safety of the Buyer, Government, Subcontractor or sub-tier Subcontractor personnel or property.



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The Buyer shall have the right to use, duplicate and disclose any data to which this clause is applicable. The purpose of this right is to:

1. Apprise personnel of the hazards to which they may be exposed;
2. Obtain medical treatment for those affected by the material; and
3. Have others use, duplicate and disclose the data for Government use in connection with these same purposes.

The Subcontractor shall insert the same clause in any sub-tier Subcontract that may contain hazardous material.

I.2 Buy American Act - Non Construction Subcontracts

(I64) Rev. 1 8/24/2011

It is the Buyer's preference to purchase domestic end products in accordance with the Buy American Act (BAA) ([FAR 25](#)). Subcontractor certifies that all products supplied under this contract are domestic end products as defined in the Buy American Act, except those products of foreign origin which were specifically identified, evaluated, and authorized by the Buyer prior to award.

**Materials used in this Subcontract must be domestic end products as defined in [FAR 52.225-1](#) unless the Buyer, prior to award of the Subcontract, approves a request for exemption. Subcontractor requests to supply foreign materials must include adequate information for evaluation of the request as identified in [FAR 52.225-1](#).*

I.3 General Provisions for Commercial Items

(Revision 005, September 9, 2011)

The Buyer has designated this action as meeting the requirements for "commercial items" as defined in FAR Part 2.101 and 12.501.

http://www.hanford.gov/pmm/files.cfm/GP-COM_r005_MSA.pdf

I.4 Special Provisions - On-Site Services

(SP-5 Revision 008, September 8, 2011)

http://www.hanford.gov/pmm/files.cfm/SP-5_r008_MSA.pdf



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I.5 Special Provisions - Organizational Conflict of Interest

(SP-9 Revision 001, March 14, 2011)

http://www.hanford.gov/pmm/files.cfm/SP-9_r001_MSA3.pdf

I.6 Special Provisions - General Transportation Instructions

(SP-13 Revision 001, March 14, 2011)

http://www.hanford.gov/pmm/files.cfm/SP-13_r001_MSA3.pdf

I.7 Special Provisions - Instructions for the Preparation of Proposals

(SP-17 Revision 002, May 5, 2011)

http://www.hanford.gov/pmm/files.cfm/SP-17_r002_MSA1.pdf

I.8 Special Provisions – Conflict of Interest Disclosure and Representation

(SP-20 Revision 000, March 14, 2011)

http://www.hanford.gov/pmm/files.cfm/SP-20_r000_MSA3.pdf

J.0 List of Attachments

J.1 Pricing – Consignment Parts for Fleet Services

The attached Excel spreadsheet titled **Pricing – Tires & Batteries for Fleet Services** is used as an example order to determine pricing information during the Request for Proposal.

J.2 Statement of Work (SOW)

The attached Statement of Work: **Tires/Batteries and Misc. Services for Fleet Services** Dated: **January 11, 2012** revision: **001** identifies the scope and performance expectations of the Subcontract. The SOW is incorporated into and made a part of this Subcontract along with all of the other clauses and terms identified herein.

K.0 Signatures –N/A

L.0 Representations and Certifications

L.1 Anti-kickback Certifications

(L02) Rev. 0 2/2/2010

By responding to this solicitation, the Offeror or Subcontractor certifies that he/she has not:



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Provided, attempted to provide, or offered to provide, any kickback;

Has not solicited, accepted, or attempted to accept any kickback; and/or

Included, directly or indirectly, the amount of any kickback, in the Subcontract price proposed by the Offeror or Subcontractor to the buyer. (For interpretation of the term Subcontractor Kickback, see 41 U.S.C. Sections U51-58).

L.2 Conflict of Interest Disclosure and Representation

(L07) Rev. 2 3/14/2011

It is Buyer's policy to avoid situations, which place a Subcontractor in a position wherein it may not be able to compete on an equal basis for Buyer-controlled work with other qualified contractors. To address this matter, the Subcontractor shall provide Buyer a statement which describes in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work described in the statement of work of this solicitation. This representation can be accessed via the following link:

<http://www.hanford.gov/pmm/page.cfm/Provisions>

A signed copy is to be provided with the Subcontractor's proposal.

L.3 Subcontractor Acknowledgement for Online Representations and Certifications Application (ORCA)

(L16) Rev. 0 3/14/2011

Mission Support Alliance, LLC ("MSA"), relies upon Subcontractor's current representations and certifications within the Federal Online Representations and Certifications Application (ORCA), a web-based system that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations. ORCA is accessible via the following link: <https://orca.bpn.gov/login.aspx>

By submitting a proposal to MSA in response to this solicitation, the Subcontractor is certifying that:

1. The information within ORCA is still current;
2. All statements and explanatory documentation submitted is current and accurate;
3. Signer is authorized to represent the Subcontractor in all matters related to pricing, terms and conditions, and conduct of business;



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4. Subcontractor complies with all requirements of State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities;
5. All Subcontractor employees who may work on MSA's premises or on the Hanford Site are not under the influence of controlled substances, drugs or alcohol. Subcontractor agrees to testing of assigned employees under the MSA's program for controlled substances;
6. Subcontractor's information in the MSA's registration system is current (no more than 12 months old); and
7. Subcontractor will update ORCA on an annual basis.